

AGREEMENT

BETWEEN

**MT. MORRIS SCHOOLS
BOARD OF EDUCATION**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
517M**

(PARAPROFESSIONALS' CONTRACT)

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July 1, 2005 - June 30, 2009

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PREAMBLE

Agreement between the Board of Education of Mt. Morris Schools, hereinafter referred to as the "Board," and the Service Employees International Union, 517M, hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all Teacher-Aides. All personnel in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Paraprofessionals" and reference to female personnel shall include male personnel.

ARTICLE II

UNION SECURITY AND DUES CHECK-OFF

Section 1 - Requirement of Union Membership

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, or become members during the term of the Agreement, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the union dues and initiation fee for the duration of this Agreement on or before the completion of the probationary period.
- C. Employees hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the union dues and initiation fee for the duration of this Agreement on or before the completion of thirty (30) calendar days of employment.
- D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership or pay a service fee equal to the union dues and initiation fee shall be deemed to meet the conditions of this section.
- E. Employees shall be deemed to be members in good standing within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues or service fees.

- F. The Union Chapter Chairman and Union Local President shall notify the employer by certified mail of violations of this section and the employer shall discharge the employee within the next thirty (30) calendar days. The affected employee shall receive from the Union a copy of said notification.
- G. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with this Article and Article III.
- H. Monitor Paraprofessionals who work eleven (11) hours or less per week will be members of the Union only on a voluntary basis.

Section 2

- A. The Chairperson of the Unit shall be given the name, classification and rate of pay for any person hired by the Board to do bargaining unit work within three (3) weeks following the date of hire.

ARTICLE III

PAYROLL DEDUCTIONS

Section 1

The employer agrees to deduct the union membership initiation fee, assessments, and once each month, dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the first pay period of the current month after such deductions are made.

Section 2

Payroll deductions for dues and initiation fees shall be authorized on the forms provided by the Union.

ARTICLE IV

EMPLOYEE'S RIGHTS

- A. The Union and its members shall have the right to use school building facilities immediately following the regular work day or at other times thereafter for business meetings, provided that such facilities are available and prior approval is obtained from the building principal. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations. The Union and its members shall be permitted use of a bulletin board in each building which shall be located, to the extent possible, in areas not frequented by

students, provided that all such information and material is identified by the name of the organization and the author's name and has been approved by the administration. A mail box for delivery and receipt of paraprofessional information shall be designated in each school, provided a mail box is available for this purpose, and the information must contain the organization's and the author's name and been approved by the administration.

- B. The Board agrees to furnish the Union, in response to written requests, information concerning the financial resources of the district, adopted budgets and such information as it may reasonably require together with such information as may be necessary for the Union to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or provide such information in any form other than that in which it would normally be provided to the Board.
- C. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization, provided, however, that nothing herein shall be construed as to prevent the Board from establishing mandatory retirement age.
- D. The employee will be notified of re-employment one week prior to the beginning of his/her individual employment year when possible.

ARTICLE V

BOARD RIGHTS

- A. Subject to the provisions of this Agreement, the Board, on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the school system and its professional staff under the law and the constitutions of the State of Michigan and the United States.
- B. The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the constitution and laws of the United States.
- C. The parties agree that this Contract incorporates their full and complete understanding and that any prior discussions, oral agreements or practices are superseded by the terms of the Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to in writing and signed by the parties as supplement to this Agreement.

ARTICLE VI

COMPENSATION AND FRINGE BENEFITS

A. Compensation

1. Media Specialists will be paid according to the following hourly rates:

2005-2006 (2%)	\$10.03
2006-2007 (2%)	10.23
2007-2008 (1.5%)	10.39
2008-2009 (1.5%)	10.55

Classroom Technicians: Tutorial, Library, Computer Lab
Paraprofessionals will be paid at the following hourly rates:

2005-2006 (2%)	\$9.66
2006-2007 (2%)	9.85
2007-2008 (1.5%)	10.00
2008-2009 (1.5%)	10.15

Monitor and Transportation Paraprofessionals will be paid at the following
hourly rates:

2005-2006 (2%)	\$9.37
2006-2007 (2%)	9.56
2007-2008 (1.5%)	9.70
2008-2009 (1.5%)	9.85

Summer School Paraprofessionals. will be paid at the following hourly
rates:

2005-2006 (2%)	\$9.12
2006-2007 (2%)	9.31
2007-2008 (1.5%)	9.45
2008-2009 (1.5%)	9.60

Probationary employees will receive 25 cents less per hour.

2. Longevity Compensation

Longevity compensation shall be granted to each hourly employee beginning with the following years of service.

7 th year	\$147.60
9 th year	\$177.11
12 th year	\$206.64
15 th year	\$354.23
19 th year	\$472.31
20 th year	\$649.43

- a. Longevity shall be based upon total continuous length of service with the Board of Education and does not relate to any particular classification.
- b. Those employees whose hire-in-date falls between September 2 and October 31 shall be given credit back to September 1 for pay and longevity purposes. If an employee is hired after October 31, no credit for pay and longevity purposes will be granted until the following September.
- c. Time spent on military leave (not to exceed four [4] years unless otherwise provided by statute) will be used in computing continuous service for longevity only.

B. Fringe Benefits

1. Insurance

Members of the Union working twenty-five (25) hours per week or more shall be provided with a ten thousand dollar (\$10,000) group term life insurance policy (subject to the terms of the carrier).

2. Act of God Days

- a. Effective with the 1986-87 school year, in the event school is closed due to "severe weather," employees will not receive pay unless the day is made up and the employee works.
- b. In the event the legislature modifies the current law, the parties shall renegotiate the "severe weather" language.

- c. In the event the legislature rescinds the current law, the parties will revert back to the old practice and language on "severe weather" days.
 - d. If the State gives the district credit for a "severe weather" day as a student session day and gives the district its full state aid, the employee will receive pay even though they did not work that day.
3. Paraprofessionals who are authorized to work overtime shall receive time and one half (1½) for all hours worked outside of their regular scheduled shift, which exceed forty (40) hours in a week.

When extra hours exist for a given position and the employee who holds the position on a regular basis cannot work the hours, these hours shall be offered to the most senior employee within the bargaining unit who is qualified to perform the work. An availability list will be established each September for rotation purpose.

4. Whenever employees covered by this contract are required by the school to attend in-service programs, they shall be paid at their regular rate. If the paraprofessionals present the administration with an acceptable program(s) for in-service, the in-service day shall be held.
5. a. Employees covered by this contract shall be permitted up to ten (10) sick days per year and the unused portion may accumulate to one hundred twenty (120) effective July 1, 1989, and not retroactive.
- b. One sick day may be used for emergency medical problems in the employee's immediate household (those relatives living in the employee's household).
- c. At the beginning of every school year, each employee shall be credited with two (2) paid days to be used for personal business. These days are subject to the approval of the administration. These days are intended to be used for things which cannot be done at any other time. An employee planning to use a personal leave day or days shall notify his/her supervisor at least five (5) days in advance when possible. Personal days may not be used to extend a holiday or recess period. Unused personal days will be converted to sick days at the end of the school year.
- d. Employees covered by this contract may use one additional sick day which will be deducted from his/her sick day bank for personal business with prior administrative approval.

6. a. Employees covered by this contract may have up to three consecutive paid days, including the day to attend the funeral, if they are scheduled to work, per death in the immediate family; immediate family to be defined as employee's mother, father, sister, brother, children or spouse, and step-brothers, step-sisters, and step-parents. Employees covered by this Agreement may have up to three (3) additional consecutive scheduled work days per death to be deducted from sick leave for a death in the immediate family.

In case of death of an employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law an employee may use one (1) day of sick leave to attend the funeral.
- b. Employees covered by this contract may have one (1) paid bereavement day for the death of a grandparent.
- c. Employees covered by this contract may use one (1) sick day which will be deducted from his/her sick day bank for each occurrence for attendance at the funeral service of persons whose relationship to the member warrants such attendance. This shall apply to both family and friends.
7. a. Employees shall be entitled to a paid rest period of fifteen (15) minutes for each half shift of three (3) hours or more.
- b. Employees shall be paid mileage at the allowable IRS rate per mile when using their own car for school business, when directed to by their supervisor.
8. a. The following shall be paid holidays for seniority employees:
 - a. Thanksgiving Day
 - b. Friday after Thanksgiving
 - c. Christmas Eve Day
 - d. Christmas Day
 - e. Good Friday
 - f. Memorial Day
 - g. Labor Day
 - h. New Year's Day
 - i. Winter Break Day, if scheduled by school calendar
9. Employees will be allowed to purchase health insurance through one of the school system's group plans with the permission of the group carrier.
10. The Board of Education shall provide a vision plan for the employees of the bargaining unit per attached specifications.

11. BASIC PLAN - VISION

I.	Examination	\$35.00- one time every 12 months
II.	Regular Lenses	\$25.00- one time every 12 months
III.	Bifocal Lenses	\$40.00 - one time every 12 months
IV.	Trifocal Lenses	\$40.00 - one time every 12 months
V.	Lenticular Lenses	\$70.00- one time every 12 months
VI.	Frames	\$35.00 - one time every 12 months
VII.	Contact Lenses	\$160.00 - Necessary \$ 80.00 - Cosmetic

Examinations, frames, and one set of corrective lenses (regular glasses, prescription sun glasses, photogrey lenses, or contact lenses) will be provided once in a 12 month policy year (July 1 to June 30 of the following year) for each eligible member of the bargaining unit.

ARTICLE VII

SALARY REGULATIONS

- A. Probationary Employment
1. Probationary employment shall be defined as the initial ninety (90) work days of actual employment by the Board in a regularly scheduled assignment excluding summer employment.
 2. The paraprofessional must be evaluated within her ninety (90) work days probationary period of employment and if her performance is unsatisfactory she may be dismissed at the will of the Board.
- B. Upon completion of the probationary period, employees will receive the rate of pay established in Section 1A, Article VI.
- C. If an employee transfers to any bargaining unit position his/her seniority shall not be affected and will continue from original date of hire.
- D. Seniority shall be determined as the length of service since the last date of hire. "Date of hire" shall be defined as "first day of work." If two or more employees begin working on the same day, seniority preference shall be determined by the

alphabetical order of the employees' last name, with A as being the highest seniority date. In the event employees have the same last name, same rule shall apply to the first name.

ARTICLE VIII

EVALUATION

The evaluation of the work of all paraprofessionals is the responsibility of the Administration. In order that each paraprofessional may be aware of her strengths and weaknesses, at least one (1) written evaluation will be given to each paraprofessional annually. The written evaluation will include a statement of the strengths and/or weaknesses. If weaknesses are noted, the evaluation will include a statement of the improvements desired, a statement providing a reasonable period of time in which to improve and what action may occur if the desired improvements are not achieved. A conference shall take place with the paraprofessional's teacher (if appropriate) and Principal following each evaluation if the paraprofessional so desires.

ARTICLE IX

WORKING YEAR, WEEK, AND HOURS

- A. The work year shall consist of the days covered by the regular student calendar. Employees may discuss their work schedule relative to preparation and/or work completion with their supervisor and/or his/her designee. Supervisors may schedule bargaining unit members on other days such as before and after the school year, parent/teacher conference days, and other breaks in the calendar. The proper rate of pay will prevail for all time worked.
- B. The working day consists of six (6) hours for paraprofessionals on a thirty (30) hour work week and eight (8) hours for paraprofessionals on a forty (40) hour work week, exclusive of lunch period. Any variation of the above must be approved by the Superintendent or his designee. Work schedules for less than thirty (30) hours per week must have the approval of the Superintendent or his designee.
- C. The Superintendent or his designee will set work schedules and make work assignments which can reasonably be completed in the allotted time.
- D. The Superintendent or his designee will not regularly expect paraprofessionals to work in excess of the standard work week. The Superintendent or his designee shall, prior to the opening of school, if the paraprofessional requests it, arrange a meeting concerning the individual's assignment between the paraprofessional and the teacher and/or teachers.
- E. Employees working six (6) or more hours per day are entitled to a thirty (30) minute lunch period.

- F.
 - 1. The school District is not, and will not, solicit outside contractors to displace bargaining unit members involved in instruction. However, if and when the programs come along which will promise to provide better instruction, more efficient use of tax dollars or new tax dollars made available to the district, nothing in this contract will prevent the District from utilizing the subcontractor.
 - 2. Before any final decision is made, existing instructional personnel will be given the opportunity to apply for any new staff positions which may be generated or created by the subcontractor.
 - 3. Prior to awarding instructional bargaining unit work to a subcontractor, the School District will notify and meet with the Union and bargaining unit in an attempt to refrain from such subcontracting.
 - 4. In case of subcontracting, present instructional members of the bargaining unit will be considered for any staffing positions caused by such subcontract.
- G.
 - 1. Transportation paraprofessional routes shall be established by the District prior to the beginning of the school year. The starting time, ending time, preliminary routing, number of students, will be provided. Knowing this, the transportation paraprofessionals shall select routes on the basis of seniority. In the event of new routes or major changes, this bidding process will be established within a posted time frame. It is the intent that all unit members be utilized to their fullest in regards to their availability to fill bus runs. Non-unit members will not be used unless it was documented that a unit member was unavailable.
 - 2. Absenteeism - New Runs - Vacancies - Promotions - Transfers
 - a. When the Board of Education knows at least one working day in advance that a Transportation Paraprofessional is going to be absent for a period of five working days or more, the Board will assign on a temporary basis the absent paraprofessional's runs on a seniority basis (highest seniority preference, etc.) who can accommodate such runs under his/her current schedule.
 - b. Individual runs will be bid on and assigned according to highest seniority preference. The Transportation Supervisor will be present throughout the bidding process. A Representative of the Union may also be present. Individual runs that are not chosen by the Transportation Paraprofessional will be offered to the first available Transportation Paraprofessional according to highest seniority first basis.

- c. If a vacancy/new job occurs during the year, the run(s) will be assigned by the Transportation Supervisor on the basis of the most senior Transportation Paraprofessional who bids on the vacancy/new job, and who can accommodate additional runs within the framework of his/her existing schedule.
- d. Vacancies/new jobs will be posted in the Transportation Lounge for at least four (4) working days prior to permanent filling. Transportation Paraprofessionals may apply for a posted vacancy/new job within the posting period.

ARTICLE X

VACANCIES AND TRANSFERS

A. Vacancies

A vacancy shall be defined as an opening to which no employee has a contractual claim and the Board intends to fill.

1. All job openings which require the services of paraprofessionals shall have a job description listing requirements and will be published and posted in each building during the school year. During the summer months such postings shall be on the bulletin board in the District Administration Office. Jobs shall be posted for a fourteen (14) day period. The Board may fill any vacancy on a temporary basis until final selection is made. Under normal circumstances, the Board of Education will act on the administrative recommendation within ninety (90) days of the end of the posting period. Copies of all vacancies and newly created positions will be sent to the Unit Chairperson.
2. Any paraprofessional who meets the requirements of any posted vacancy or transfer may apply for such a vacancy. Employees shall be selected on the basis of experience, qualifications, and other factors which must be agreed upon between the Union Steward or designee and the Board of Education or its designee. If the applicants are equal based upon the criteria established by the Union Steward or designee and the Board of Education or its designee, the most senior employee will be awarded the position. Members of this unit who apply for vacancies/transfers within this unit will be granted an interview. The decision of the Administration may be grieved only to the Board level.

B. Transfers

Employees covered by this agreement may transfer within their current classifications when the person is the most qualified and meets NCLB standards when required. No employee shall be granted more than one lateral move in the same school year. A lateral move shall be defined as no change in the employee's wages during the said school year.

ARTICLE XI

RESIGNATION AND RETIREMENT

- A. Resignation
 - 1. All paraprofessional employees shall give written notice of intention to resign at least two (2) weeks prior to the effective date thereof. Such notice shall be filed in the Superintendent's office.
 - 2. Any paraprofessional who fails to give the two (2) weeks required written notice may not be re-employed by the Board. Exception to this may be made by the Superintendent.
- B. Retirement
 - 1. Upon retirement and voluntary termination, employees covered by this contract shall be paid their unused sick days at the current rate provided they have worked in the system for five (5) consecutive years.

ARTICLE XII

TERMINATION

- A. Paraprofessionals hired for a special project funded by the Federal or State Government, Mott Program, or any other funding will be retained only for the duration of the project or any portion thereof. Such employees shall be allowed to bump in line with their seniority, provided the paraprofessional meets the qualifications of the position and the established guidelines of the project.
- B.
 - 1. When the Board makes any necessary reduction in personnel it will discuss with the Union the necessity for and effects of such a reduction. However, the final decision whether to have a layoff by the Board is not subject to grievance procedure.
 - 2. In the event of layoff the intent will be to layoff within classification temporary and probationary employees first and then by seniority as long as it does not have an adverse effect on the quality of education. Bumping rights shall be included in the layoff procedure and previous experience will be given consideration when bumping into another position. Recalls will be in reverse order of seniority and will have the same principals applied as in the layoff above.

Any paraprofessional whose services are terminated because of reduction of staff shall be notified at least two (2) weeks in advance of this termination in writing by the Superintendent.

- D. Any paraprofessional employee who is absent for three (3) consecutive work days who fails to make a written report of her absence to her immediate supervisor may be discharged by the Superintendent or his designee.

ARTICLE XIII

NEGOTIATION PROCEDURE

- A. Not later than thirty (30) - sixty (60) days before this Agreement is subject to reopen or expire, the Board agrees to begin negotiations with the Union concerning a successor Agreement in accordance with the procedure set forth herein. Any Agreement so negotiated shall apply to all paraprofessionals and shall be reduced to writing and signed by the Board and the Union.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A grievance is a claim that there has been a violation, misinterpretation, or inequitable application of the terms of the agreement. The Union agrees not to process a grievance in which the same issue has been or is being processed to the Michigan Employment Relations Commissions, the Equal Employment Opportunities Commission, or the Fair Employment Practices Commission. A grievance must be filed within 15 days of when the employee became aware of the act or condition giving rise to the grievance.
 - 2. The term "paraprofessional" includes any individual or group of individuals within the bargaining unit herein before defined and covered by this Agreement.
 - 3. The term "days" when used in this Article, shall mean weekdays, excluding Saturday, Sunday, and holidays.
- B. Purpose

The purpose of the following grievance procedure shall be to settle, equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement. Both parties agree that these proceedings shall be kept as

confidential as may be appropriate at each level of the procedure.

- C. 1. Nothing contained herein shall be construed to prevent any individual paraprofessional from presenting a grievance and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
2. Any paraprofessional may request a steward be present beginning at Level One (1) of this procedure. When requested, a Union steward will be made available to the grievant.

D. Procedures

The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representative of each party.

1. Level One

A paraprofessional having a grievance shall take up the matter with his/her immediate supervisor who shall attempt to adjust the matter. The supervisor shall give his decision to the employee within two (2) working days.

2. Level Two

If the solution to the grievance is not satisfactory, the paraprofessional may file a written grievance on a form supplied by the Union to the building principal. A formal grievance shall be filed as soon as possible, but in no event longer than ten (10) working days after notice of the facts have been brought to the paraprofessional's attention. Within five (5) days of the filing of a formal grievance, a meeting shall be scheduled by the building principal between the grievant, the building principal, and the Union representative. Within five (5) days after the meeting a formal answer to the grievance will be given by the building principal.

3. Level Three

In the event the grievance is not satisfactorily resolved at Level Two, the Union will determine whether it believes the grievance has merit. Within five (5) days of receipt of the answer at Level Two, the Union must notify the building principal or Administrative Assistant of their intent to process the grievance to Level Four.

4. Level Four - Arbitration

Section 1

In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedures of the preceding Article, the Union may, within thirty (30) working days from the conclusion of the last step in said Article, request the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules.

Section 2

All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Superintendent and to the American Arbitration Association and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said ten (10) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3

Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.

Section 4

After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award, in accordance with said Rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any state or federal law or regulation applicable thereto.

Section 5

The total fee of the Arbitrator shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6

The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have the power to establish or change any classification or wage rate, to rule on any claim for money or benefits arising under any Insurance Policy (or retirement claim or dispute). Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitrable hereunder except as otherwise stipulated in this Agreement. Either party shall have the right to serve and enforce subpoenas for such witnesses as are necessary to the full presentation of its case.

Section 7

No award involving wages due any grievant shall be made retroactive for more than sixty (60) days prior to the date the grievance was submitted in writing.

Miscellaneous

1. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.
2. No reprisal of any kinds shall be taken by or against any participant in the grievance procedure by reason of such participation.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all paraprofessionals now employed or hereafter employed by the Board.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void. Either party hereto, upon thirty (30) days written notice to the other may re-open for negotiations the invalidated provision. All other provisions or applications shall continue in full force and effect.
- C. Whenever it is mutually agreed by both the Union and administration that negotiations or other business be conducted during the normal work hours of any Union member involved, the Union member shall suffer no loss in pay.
- D. Any case of assault on a paraprofessional must be promptly reported to the building principal. The Board shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- E. Upon written request by an authorized officer of the Union, the Board will authorize members of the committee and the President of the Local if an employee of the Board is to be absent from their job without pay for up to ten (10) working days for the purpose of handling Union business.
- F. Upon written request by an authorized officer of the Union, the Board will authorize the absence, without pay, of employees who have been elected or appointed by the Union to do work for the Service Employees Union and related strictly to the activities thereof. Such leaves will be for a maximum period of three (3) years and will be renewed for like periods only by mutual agreement of the parties hereto. No more than one (1) employee may be absent on such leave at one time and an employee on such leave who desires to return to the active payroll must give the Board at least ninety (90) days advance notice in writing. Upon his return, the

employee, if still physically qualified, will be returned to the classification he left at his rate at the beginning of the leave. Seniority will accumulate during such leaves, but this shall not be the basis of acquiring other benefits under this Agreement. Said vacancy shall be posted as a temporary position.

G. In the event the Superintendent or the Board of Education declares a safety threat, nothing in the contract shall or will prevent the person in charge during the safety threat from directing all employees to perform whatever tasks are deemed necessary at that time.

H. DISCIPLINE AND DISCHARGE

1. After completion of the probationary period, employees will be disciplined and/or discharged only for just cause.
2. Under normal circumstances, employees will be disciplined in private.
3. The Board of Education will follow a corrective disciplinary process.
4. Discipline may take the form of a written warning, a verbal warning, time off without pay, discharge etc.
 - a. At the request of the employee, a union steward may be present at disciplinary discussions.
 - b. Employees may give the union steward a copy of any discipline.

ARTICLE XVI

LEAVE OF ABSENCE

A. The following leaves of absence with pay may be granted for the following purposes and upon the following conditions and shall not be charged to employee sick leave.

Jury Duty

1. When an employee is called for jury service the employee shall give the immediate supervisor proper notice and the Board will reimburse the employee for the difference between the employee's regular pay and the amount the employee receives from the court services. It is the responsibility of the employee to collect for court services. The Board retains the right to ask that the employee be excused. The maximum number of days in any one year for the reimbursement will be sixty (60) work days.
2. When an employee is subpoenaed by the Board of Education to serve as a witness in a court action involving the Board, the employee shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees resulting from court service shall be paid by the employee to the Board.

B. Leaves of Absence Without Pay

Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to leaves for study, health, maternity or military service. Leaves for any other reason except maternity shall be granted only after completion of the probationary service with the Mt. Morris Public Schools and shall be subject to the following general regulations:

1. Employees on leave of absence for other than military service shall not receive years-of-service credit toward salary increments for the period of the leave. An experience increment may be recommended by division heads, subject to approval by the Superintendent or his designee, for employees who are on an approved leave for study.
2. Employees may not accumulate or use Sick and Emergency Leave during leave of absence. Sick and Emergency accumulation previous to leave of absence shall be credited upon return.
3. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Superintendent's office at least thirty (30) calendar days prior to the beginning of the period for which the leave is required.
4. An employee on leave for at least six (6) months shall be required to notify the Superintendent's office in writing, not less than thirty (30) days prior to the expiration of leave, whether the employee desires to return to employment or to extend her leave.
5. Leaves of Absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for their family responsibilities after emergency leave has been extended, or for personal circumstances of a highly unusual or compelling nature.
6. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:
 - a. Study -- An employee who has been on leave of absence for study and has extended the leave the additional two (2) six (6) month periods, cannot be granted another leave of absence for study until she has worked a minimum of twelve (12) months after returning from the previous leave of absence.
 - b. Health -- When an employee is ill and has used all of other accrued sick and emergency leave, the employee is to be placed on leave of absence for the duration of the illness, not to exceed six (6) months. The employee must submit a doctor's statement indicating disability and approximate duration of absence to the Board of Education. Exceptions to this paragraph must have the approval of the Board of Education.

- c. Maternity Leaves will be in accordance with appropriate law.
 - d. Military--
 - 1. Any employee who has left or leaves other than a temporary position with the Board to serve in the Armed Forces and who receives an honorable discharge, is still qualified and competent for employment, and applies for a position within ninety (90) days after discharge shall be re-employed to a position of like nature, seniority, status, and pay within ninety (90) days.
 - 2. Any employee who is re-employed shall be restored without loss of status or seniority and shall be entitled to participate in all benefits granted by the established rules and regulations of the Board.
- C. Seniority of all employees requesting unpaid leaves of absence shall freeze after thirty (30) days of absence until they return to active employment. Therefore, during the first thirty (30) days of an unpaid leave of absence, the employee's seniority shall continue to accumulate. Beginning with the thirty-first (31) day, their seniority shall be frozen.

ARTICLE XVII

DURATION

This Agreement shall remain in full force and effect for one (1) year, covering the period of July 1, 2005 to and including June 30, 2009. It shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement as hereinafter provided. In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, sixty (60) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

ARTICLE XVIII

FAIR LABOR STANDARD ACT

It is agreed that compensatory time off may be given in lieu of overtime pay when it is mutually agreed upon by the employee and the administration.

ARTICLE XIX

NO CHILD LEFT BEHIND

No provision in this Agreement shall be construed to prevent or prohibit the Board or District from taking required actions under the NCLBA of 2002 concerning school improvement, school corrective action, or school restructuring. Any time lines, notification, or other provisions of this Agreement shall be subordinate to, and adjusted by the NCLBA and its implementing regulations in order to meet the required actions and deadlines of the NCLBA.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, 517M**

By *Anthony Pano*
Negotiating Team Member

By *Lisa M. Villarreal*
Negotiating Team Member

By *Donna H. Bruch*
Negotiating Team Member

By *Hebra E. Austin*
Business Representative - 517M

**BOARD OF EDUCATION, MT. MORRIS
CONSOLIDATED SCHOOLS**

By *Heather Hain*
President

By *Anna Allison*
Secretary

By *Lisa A. Hagel*
Superintendent